

**INTERNATIONAL ASSOCIATION OF FAIRS AND EXPOSITIONS
CONTRACT FOR EXHIBIT SPACE**

Date of Show: November 29-December 1, 1993

June 25, 1993

This proposal and the proposed space reservation are void after _____ if not signed by Exhibitor and received by IAFE with deposit. It is understood that IAFE is not bound to reserve any space or particular space for Exhibitor until this contract is duly executed by both parties and deposit received by IAFE.

Date June 10, 1993

Name of Exhibitor Philip Morris USA/Marlboro Music

Jose R. Fontanez

Address 120 Park Ave. 12th Floor, New York, NY 10017

(212) 878-2361

Size of Space 2 - 8' X 10'

Total Cost \$ 1,200

Space Number 617 & 619

Deposit Deposit due w/ contract \$ 300

Kind of Display Corporate Event Sponsorship

Balance Due August 1, 1993 \$ 900

Terms of contract: \$150 deposit per booth will hold space until August 1, 1993, when balance is due. If the balance is not received by August 15, 1993, trade show management will automatically cancel the contract and no refund will be made.

RULES AND REGULATIONS GOVERNING EXHIBITORS

1. Occupancy of space. Exhibit space not occupied by 10:00 a.m. on the date of the show will be released for resale and no refunds will be made. Space must be occupied on each day of show.
2. No assignment of space. Space contracted for herein may not be transferred, assigned, sublet, or shared with others. All demonstrations or other sales activity must be confined to the limits of exhibit space. No exhibitor is permitted to show goods other than those manufactured, sold, or represented by it in the regular course of business.
3. Booth and exhibit design, display, and operation. IAFE reserves the right to specify height, set back, overhang, design, and other requirements and restrictions for booths and exhibits, copies of which will be furnished to exhibitor upon request. IAFE reserves the right, in its sole opinion, to grant exceptions to said requirements and restrictions under what it deems are special circumstances. Exhibitors shall maintain their displays in a quiet and orderly manner. Live entertainment performing, the operation of musical instruments, and P.A. systems are prohibited in the exhibit hall. Audio or video cassette presentations must be arranged so that the sound will not disturb adjacent exhibitors and their patrons. The display of animals is discouraged. IAFE reserves the right to require changes or deletions in an exhibitor's display if in its judgement the exhibit is disruptive to adjacent exhibits, exhibitors and/or patrons, and/or the general welfare and safety of same or if the exhibit is not as represented at the time of execution of this contract and exhibitor hereby grants said right to IAFE and agrees to conform to and abide by requirements.
4. Admission will be by badge only. Identification badges are not transferable.
5. Fire regulations and wiring. All display material must be flame-proof. No inflammable fluids or substances may be used or shown in booth. Storage boxes and crates must be removed from the building. No fire exit or fire extinguisher may be obstructed. (Boxes and crates should be subject to Fire Marshall inspection. All electrical wiring installed in or around the exhibits shall conform to the requirements of the City Electrical Inspector).
6. Signs and machinery. Posting or fixing signs or banners to any permanent wall or woodwork or other permanent portion of building is prohibited without express permission from IAFE. Vinyl protection must be placed under all machinery or mobile units or equipment with iron legs to protect the floor from oil, rust, and other damage.
7. Care of Building; Indemnity by Exhibitor. The exhibitor assumes responsibility and agrees to indemnify and defend the IAFE at the convention hotel and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The exhibitor understands that neither the IAFE nor the convention hotel maintain insurance covering the exhibitor's property, and it is the sole responsibility of the exhibitor to obtain such insurance. Upon request by IAFE, exhibitor agrees to add IAFE as an additional insured on its liability policy for the term of the show.
8. Circulation and Solicitation. Exhibitors must operate from within the contracted booth. Distribution of circulars or promotional material from any other area is prohibited. Solicitation of donations is prohibited at the show.
9. Removal of Exhibits. Exhibits must be removed from the exhibit hall in an orderly manner by 10:00 a.m. the day following the close of the show. Exhibitor agrees to completely remove all material installed by it or third parties at its request without damage or disruption to the building.
10. Security. IAFE does not guarantee or covenant to protect exhibitor against loss of any kind. It does agree, however, that limited security will be provided for the exhibit hall. It is understood by exhibitor that IAFE will contract with third parties to provide said security and, accordingly, exhibitor understands that IAFE owes no other duty to exhibitor in that regard and exhibitor, on behalf of itself and all owners of property in possession of exhibitor and all persons brought by exhibitor unto premises, waives and releases any and all causes of action and claims against IAFE or any employees thereof and exhibitor covenants not to sue IAFE or any employees thereof and to look solely to said security agency or to other parties for satisfaction of any claims or causes of action.
11. Right of Termination, etc. It is understood that in the event exhibitor fails to comply with any of the terms of this contract, including but not limited to, the rules and regulations of IAFE, IAFE reserves the right to terminate this contract and exhibitor and its exhibit, employees and agents shall be immediately removed from exhibit hall at exhibitor's expense and this contract shall be terminated. IAFE has the right, but not the obligation, to remove or cause same to be removed, at exhibitor's expense if exhibitor fails to do so immediately and exhibitor hereby waives and releases any and all causes of action or claims of action or claims of any nature arising out of same and all payments previously made by exhibitor to IAFE shall be forfeited and retained by IAFE without further obligation to exhibitor. Afterwards IAFE shall have the right to use said space as it sees fit, including but not limited to use for other exhibits, and exhibitor shall not be entitled to any credits or refunds, this contract having been terminated. The reservation and granting of the above rights are deemed by the parties to be in addition to any other rights which IAFE may have under this contract or otherwise, the intent of the parties being to not preclude or exhaust any rights of IAFE or claims for damages by IAFE whatsoever.
12. Any check received for payment of exhibit space that is returned for insufficient funds or other reason, will automatically result in cancellation of contract for exhibit space by IAFE.
13. Full payment must be received by IAFE before booth space shall be occupied by exhibitor.
14. Termination of exhibit space contract within 30 days of show by exhibitor will result in no refund of monies being made by IAFE, unless the entire show is sold out.
15. The \$150 deposit per booth contained in each exhibitor's contract is non-refundable.
16. No verbal understanding shall modify or add to this contract; any amendments hereto must be in writing. If the holding of the trade show for the year named shall be canceled for any reason, the trade show management may refund the deposits on this contract and cancel same without further obligation.

WE HEREBY CONTRACT FOR DISPLAY SPACE IN ACCORDANCE WITH THE FOREGOING AND EXHIBITOR AGREES TO COMPLY WITH SAID RULES AND REGULATIONS.

PLEASE SIGN ALL COPIES AND RETURN TO:

Trade Show Management
International Association of
Fairs and Expositions
P.O. Box 985
Springfield, MO 65801

A fully executed copy will be returned
for your files.

PHILIP MORRIS USA/MARLBORO MUSIC

Firm _____

By _____

International Association of Fairs and
Expositions

By _____

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